

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§ Chapter 11
	§
Seadrill Partners, LLC, <i>et al.</i> , ¹	§ Case No. 20-35740 (DRJ)
	§
Reorganized Debtors.	§ (Jointly Administered)

STIPULATION AND AGREED ORDER

The Reorganized Debtors and Speedcast Communications, Inc., Speedcast Communications (India) PVT, Ltd., Speedcast Canada Limited, Speedcast Norway AS and CapRock UK Limited (Speedcast Communications, Inc., Speedcast Communications (India) PVT, Ltd., Speedcast Canada Limited, Speedcast Norway AS and CapRock UK Limited are collectively, referred to herein as “**Speedcast**”, and collectively with the Reorganized Debtors, the “**Parties**”) by and through their respective counsel or representatives, hereby enter into this Stipulation and Agreed Order:

WHEREAS, on February 15, 2021, Speedcast Communications, Inc. filed a proof of claim asserting a secured claim in the amount of \$32,233.76 against Seadrill Gulf Operations Vela LLC (“**Claim No. 232**”);

WHEREAS, on February 15, 2021, Speedcast Communications, Inc. filed a proof of claim asserting a secured claim in the amount of \$32,233.76 against Seadrill Vela Hungary Kft. (“**Claim No. 254**”);

WHEREAS, on February 15, 2021, Speedcast Communications, Inc. filed a proof of claim asserting a secured claim in the amount of \$28,842.00 against Seadrill Gulf Operations Auriga LLC (“**Claim No. 236**”);

WHEREAS, on February 15, 2021, Speedcast Communications, Inc. filed a proof of claim asserting a secured claim in the amount of \$28,842.00 against Seadrill Auriga Hungary Kft (“**Claim No. 248**”);

WHEREAS, on February 15, 2021, Speedcast Norway AS filed a proof of claim asserting a secured claim in the amount of \$110,420.05 against Seadrill Polaris Ltd (“**Claim No. 241**”);

WHEREAS, on February 15, 2021, Speedcast Norway AS filed a proof of claim asserting

¹ A complete list of each of the Reorganized Debtors in these chapter 11 cases may be obtained on the website of the Reorganized Debtors’ claims and noticing agent at <https://cases.primeclerk.com/seadrillpartners>. The location of Reorganized Debtor Seadrill Partners LLC’s principal place of business and the Reorganized Debtors’ service address in these chapter 11 cases is Seadrill Partners LLC, 2nd Floor, Building 11, Chiswick Business Park, 566 Chiswick High Road, London W4 5YS, United Kingdom.

a secured claim in the amount of \$110,420.05 against Seadrill Polaris Ltd (“**Claim No. 247**”);

WHEREAS, on February 15, 2021, Speedcast Communications (India) PVT Ltd filed a proof of claim asserting a secured claim in the amount of \$172,092.78 against Seadrill International Ltd (“**Claim No. 243**”);

WHEREAS, on February 15, 2021, Speedcast Communications (India) PVT Ltd filed a proof of claim asserting a secured claim in the amount of \$172,092.78 against Seadrill Polaris Ltd (“**Claim No. 251**”);

WHEREAS, on May 14, 2021, the Court entered an order (the “**Confirmation Order**”) [Docket No. 570] confirming the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Seadrill Partners LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, modified, or supplemented, the “**Plan**”);²

WHEREAS, On May 25, 2021, the Debtors filed the *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Related Bar Dates* [Docket No. 586], which, among other things, stated that the Effective Date of the Plan had occurred on May 24, 2021;

WHEREAS, on November 16, 2021, the Reorganized Debtors filed *The Reorganized Debtors’ First Omnibus Objection to Certain Proofs of Claim (Duplicate Claims)* [Docket No. 701] (the “**First Omnibus Objection**”) which sought to disallow Claim Nos. 247, 248, 251, and 254 on the grounds that they were duplicative of Claim Nos. 241, 236, 243, and 232, respectively;

WHEREAS, on November 22, 2021, Speedcast filed its response [Docket No. 716] to the First Omnibus Objection; and

WHEREAS, the Reorganized Debtors and Speedcast have engaged in discussions regarding Speedcast’s proofs of claim and the First Omnibus Objection and have reached an agreement resolving the First Omnibus Objection to the Speedcast claims as set forth herein.

IT IS THEREFORE STIPULATED, AGREED AND ORDERED THAT,

1. Claim No. 241 is an allowed secured claim in the amount of \$110,420.05 against Seadrill Polaris Ltd. and shall be paid pursuant to the terms of the Plan.
2. Claim No. 248 is an allowed secured claim in the amount of \$28,842.00 against Seadrill Auriga Hungary Kft. and shall be paid pursuant to the terms of the Plan.
3. Claim No. 251 is an allowed secured claim in the amount of \$172,092.78 against Seadrill Polaris Ltd. and shall be paid pursuant to the terms of the Plan.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

4. Claim No. 254 is an allowed secured claim in the amount of \$32,233.76 against Seadrill Vela Hungary Kft. and shall be paid pursuant to the terms of the Plan.

5. Claim No. 232 is an allowed general unsecured claim in the amount of \$32,233.76 against Seadrill Gulf Operations Vela LLC and upon satisfaction of Claim No. 254 pursuant to the terms of the Plan, Speedcast Communications, Inc. shall withdraw Claim No. 232.

6. Claim No. 236 is an allowed general unsecured claim in the amount of \$28,842.00 against Seadrill Gulf Operations Auriga LLC and upon satisfaction of Claim No. 248 pursuant to the terms of the Plan, Speedcast Communications, Inc. shall withdraw Claim No. 236.

7. Claim No. 243 is an allowed general unsecured claim in the amount of \$172,092.78 against Seadrill International Ltd and upon satisfaction of Claim No. 251 pursuant to the terms of the Plan, Speedcast Communications (India) PVT Ltd. shall withdraw Claim No. 243.

8. Claim No. 247 is hereby disallowed in its entirety.

9. The Parties retain all rights under the Plan and Confirmation Order.

10. This Stipulation and Agreed Order may be executed in identical counterparts including facsimile and/or electronic mail, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

11. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Stipulation and Agreed Order.

Signed: _____

David R. Jones
Chief United States Bankruptcy Judge

STIPULATED AND AGREED TO BY:

/s/ Simon R. Mayer

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Attorneys for Speedcast

Certificate of Service

I certify that on January 27, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on parties registered for such service in this jointly administered bankruptcy case.

/s/ Simon R. Mayer

Simon R. Mayer